

THIS DEED is made the 20th day of SEPTEMBER 2000

BETWEEN: THE CITY OF UNLEY of 181 Unley Road, Unley, South Australia 5061
(hereinafter with its successors and assigns called "the Council") of the one part

AND: ALISON CHRYSAL HADDY of 20 Braemar Road, Torrens Park, SA 5063
(hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

S.A. STAMP DUTY PAID
ORIGINAL STAMPED COPY 2 OF 2

RECITALS:

- A. The Owner is the proprietor of an estate in fee simple in the whole of the land in Allotment 200 in DP 56477 being portion in of the Land in Certificate of Title Register Book Volume 5644 Folios 435 & 436 and together with and subject to the rights and liberties created in RTC
- B. The Council intends to extend and refurbish the Council's Community Centre carpark which adjoins the Land. The owner consents to the rear of the Land being incorporated into and forming part of the Community Centre carpark.
- C. The Council will be responsible for paving and landscaping the rear of the Land which is to form part of the Community Centre Carpark and the owner will refurbish the rear of the retail buildings on the Land as set out and indicated within this Deed.
- D. Pursuant to the provisions of Section 57(2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the management, preservation and conservation of the Land upon the terms set out in Clauses 2 and 3 of this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
 - 1.2.1 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
 - 1.2.2 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;

- 1.2.3 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- 1.2.4 The term "person" shall include a corporate body;
- 1.2.5 The term "the Land" shall include any part or parts of the Land;
- 1.2.6 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
- 1.2.7 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- 1.2.8 Words importing any gender shall include every gender;
- 1.2.9 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

The Owner agrees as follows :

- 2.1 To do all of the building and other works designated "Haddy, Works to be undertaken by AC Haddy" on the plans annexed hereto and marked Drawing No. 6865 A2.71 Revision C and Drawing No. 6865 A4.32 Revision C.
- 2.2 The Land shall be available for members of the public to have free and unrestricted entry to use the carparks as shown on the plans referred to in Clause 2.1 except only that the Owner may reserve up to three (3) carparking

spaces for the Owner's own purpose during the hours which the business conducted on the Land is operated, with any signage erected for this purpose only with the Council's consent.

- 2.3 To maintain the external facades of the building that is, the eastern and northern elevations, to a reasonable standard in accordance with the finishes and colours as detailed on the plans referred to in Clause 2.1.
- 2.4 Any external signage to the eastern and northern elevations will require Council approval.
- 2.5 Not to erect any fences on that part of the Land upon which the Council has provided paving, and not to restrict public access to that part of the Land to which the Council has provided such paving, except in accordance with Clause 2.2.
- 2.6 To maintain all public utilities and services to the retail building on the land. Should any excavation be required for this purpose, the Owner is required to carefully take up the paving, for later reinstatement by the Council pursuant to Clause 3.3, after any such excavation is backfilled and compacted by the Owner.

3. COUNCIL'S OBLIGATIONS

The Council agrees as follows:

- 3.1 To do all of the work designated "Other Items, Works to be undertaken by the City of Unley" on plans annexed hereto and marked Drawing No. 6865 A2.71 Revision C and Drawing No. 6865 A4.32 Revision C.
- 3.2 To maintain at all times the paved areas and associated civil works.
- 3.3 Should any excavation be undertaken by the Owner pursuant to the Owner's Obligations under Clause 2.6, the Council shall be responsible for the reinstatement of the paving.

4. COUNCIL'S POWERS OF ENTRY, ETC

- 4.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
 - 4.1.1 inspecting that part of the Land subject to Clauses 2 and 3 of this Deed and any building or structure thereupon;
 - 4.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 4.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and

require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.

4.3 The Council may delegate any of its powers under this Deed to any person.

5. **VARIATION AND WAIVER**

5.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.

5.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

6. **NOTICES**

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

6.1 posted to the Owner's last address known to the Council; or

6.2 affixed in a prominent position on the Land.

7. **COSTS**

The Council agrees to bear all costs of the preparation, stamping and registration of this Deed (other than any legal costs of the Owner).

8. **REGISTRATION OF THIS DEED**

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

9. **GOVERNING LAW**

The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

10. **GENERAL PROVISIONS**

10.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the

parties hereby request and direct such court to sever such provision from this Deed.

10.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

EXECUTED as a deed

THE COMMON SEAL of THE CITY)
OF UNLEY was hereunto affixed)
in the presence of:)

.....
[Signature]
.....
[Signature]
.....

Mayor

Chief Executive Officer

SIGNED by the said)
ALISON CHRYSTAL HADDY)
in the presence of:)

.....
[Signature]
.....

..... *[Signature]*

GOODWOOD CENTRE PHARMACY PTY LTD being a person with a legal interest in the Land by virtue of registered Memorandum of Lease No. 8687159 HEREBY CONSENTS to the Owner entering into this Deed.

THE COMMON SEAL of)
GOODWOOD CENTRE PHARMACY)
PTY LTD was hereunto affixed)
in the presence of:)

.....
[Signature]
.....

Director

..... *[Signature]* Secretary

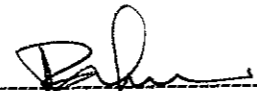





FH FAULDING & CO LTD and **FAULDING HEALTHCARE PTY LTD** being a person with a legal interest in the Land by virtue of registered Mortgage of Lease No. 8796859 .
HEREBY CONSENTS to the Owner entering into this Deed.

REFER ANNEXURE "A"

ANNEXURE "A"



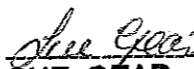
SIGNED by FH FAULDING & COLTD)
 by its attorneys **ASRAR RAHMAN**)
 and **ANTONY ELLIOTT**)
 under Power of Attorney No 8286051)
 dated 4 April 1997 who state that)
 they hold the positions of)
TREASURY MANAGER)
 and **GROUP TREASURER**)
 respectively and that they have no)
 notice of the revocation of the Power)
 of Attorney in the presence of:)


Attorney )
 Name **ASRAR RAHMAN**)
 Attorney )
 Name **ANTONY ELLIOTT**)
 Witness )
 Name: **SUE GEAR**)

)
 Witness

SUE GEAR)
 Print Name of Witness

SIGNED by FAULDING HEALTHCARE)
 PTY LTD by its attorneys)
 and **ASRAR RAHMAN** **ANTONY ELLIOTT**)
 under Power of Attorney No 8286052)
 dated 4 April 1997 who state that)
 they hold the positions of)
TREASURY MANAGER)
 and **GROUP TREASURER**)
 respectively and that they have no)
 notice of the revocation of the Power)
 of Attorney in the presence of:)

Attorney )
 Name **ASRAR RAHMAN**)
 Attorney )
 Name **ANTONY ELLIOTT**)
 Witness )
 Name: **SUE GEAR**)

)
 Witness

SUE GEAR)
 Print Name of Witness

DATED 2000

BETWEEN:

THE CITY OF UNLEY

of the one part

AND

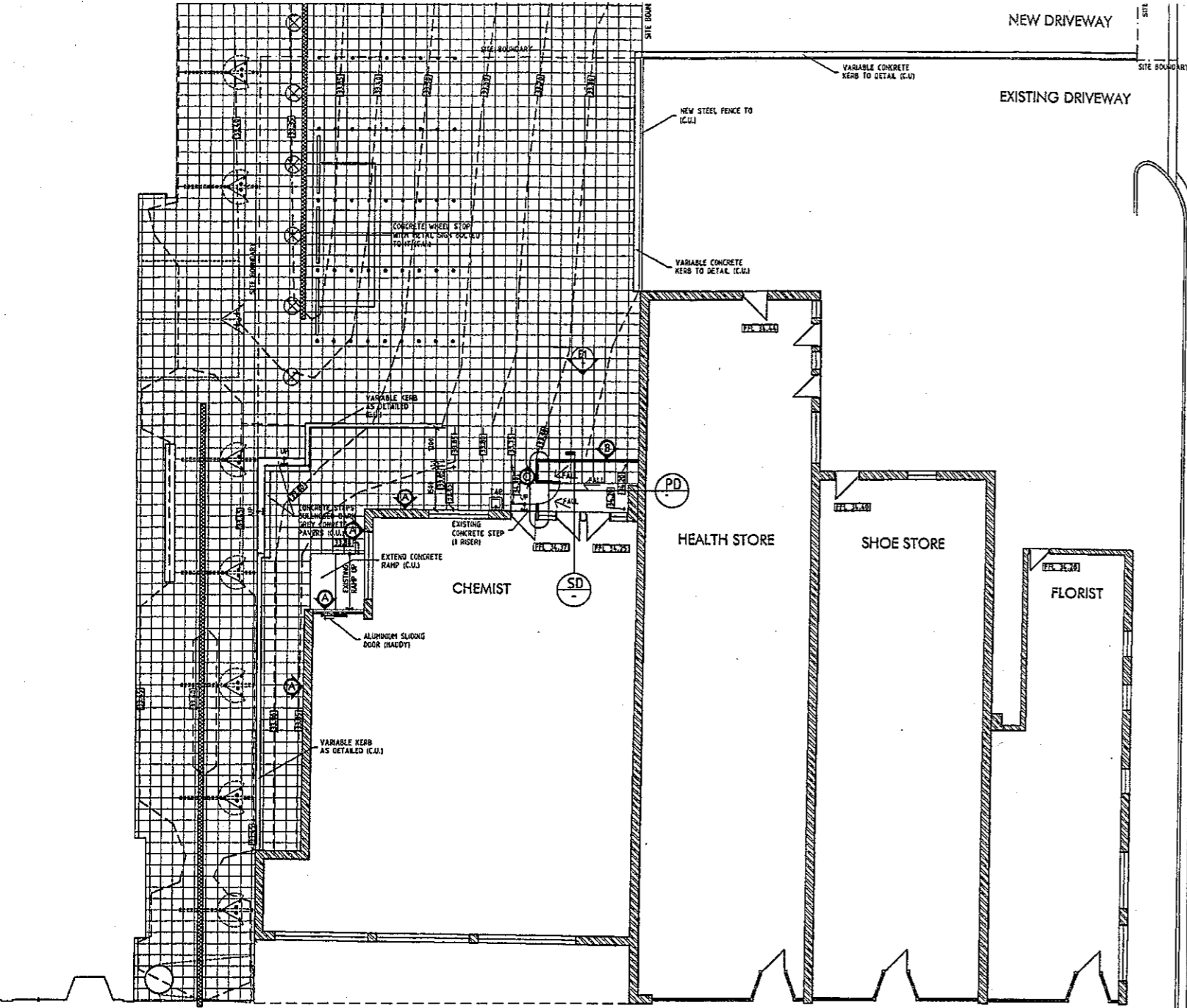
ALISON CHRYSTAL HADDY

of the other part

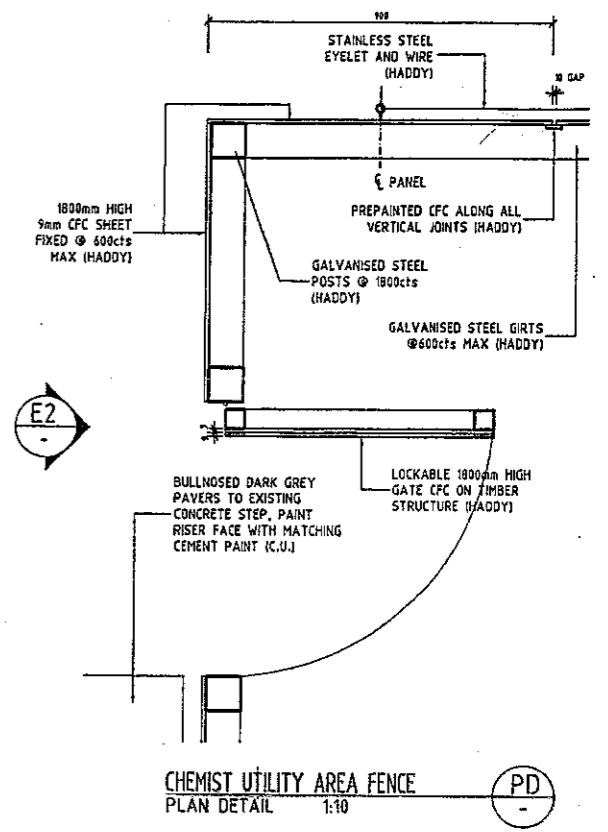
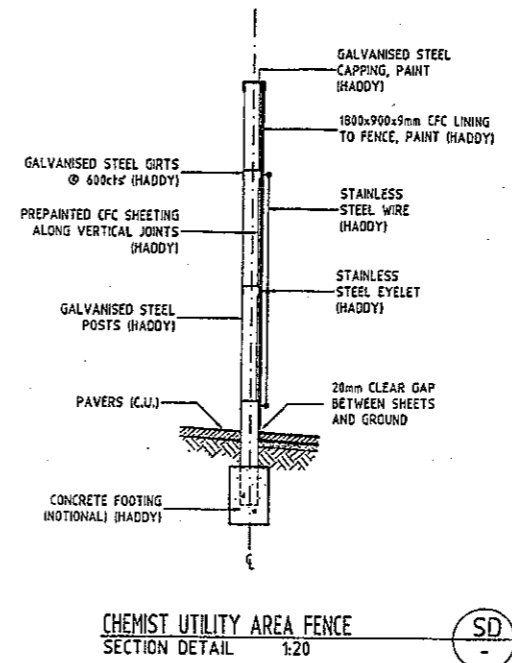
LAND MANAGEMENT AGREEMENT
BY DEED

NORMAN WATERHOUSE
Lawyers
Level 15
45 Pirie Street
ADELAIDE SA 5000

Telephone: 8210 1200



SITE PLAN
SCALE 1:100

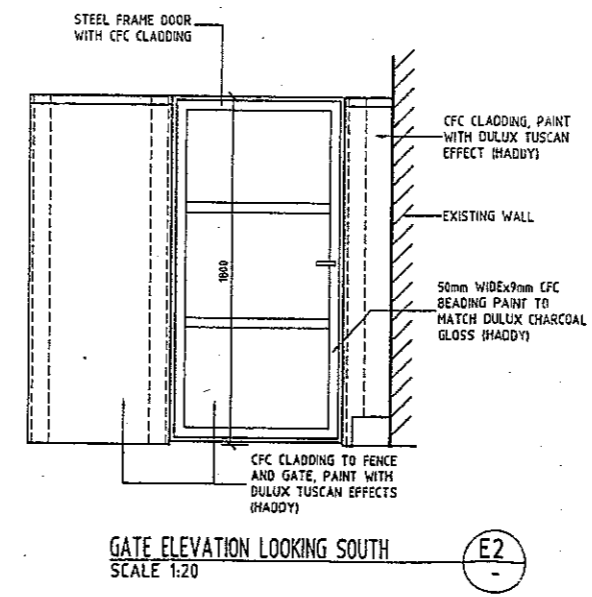
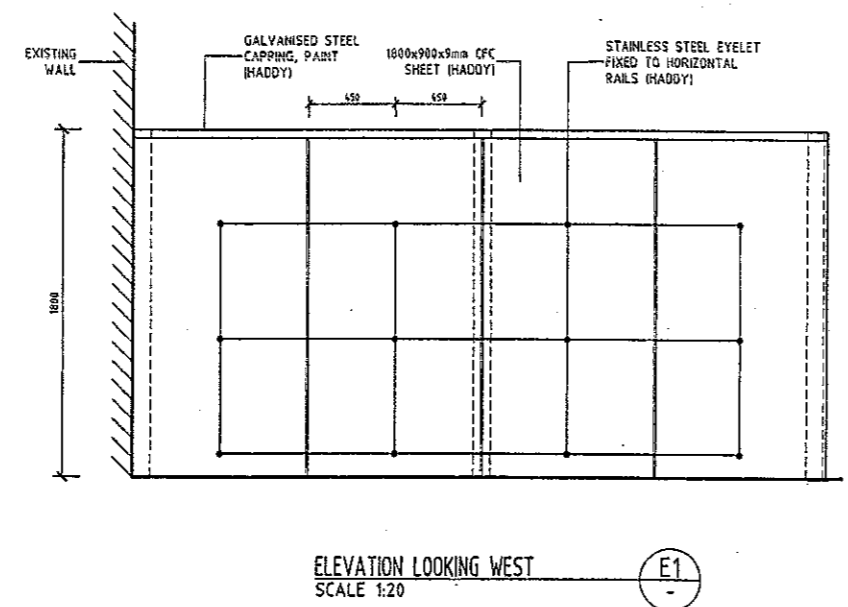


SCOPE OF WORKS FOR SHOP OWNERS

A WORKS TO CHEMIST BUILDING (HADDY)
B SCREEN WALL (HADDY)
C FENCE & GATE (HADDY)

NOTE:
ALL WORKS DESCRIBED ON DRAWING 6865-A4.32

HADDY WORKS TO BE UNDERTAKEN BY A.C. HADDY
OTHER ITEMS WORKS TO BE UNDERTAKEN BY THE CITY OF UNLEY (C.U.)



No.	Date	Amendments	Init
C	10/03/00	GENERAL AMENDMENTS	LD
B	04/01/00	GENERAL AMENDMENTS	LD
A	24/11/99	CONSTRUCTION	LD

REVISIONS

HAMES SHARLEY

A.C.N. 073 160 684 Applied Economic & Social Research
Urban & Regional Planning
Architecture & Interior Design
Landscape Architecture

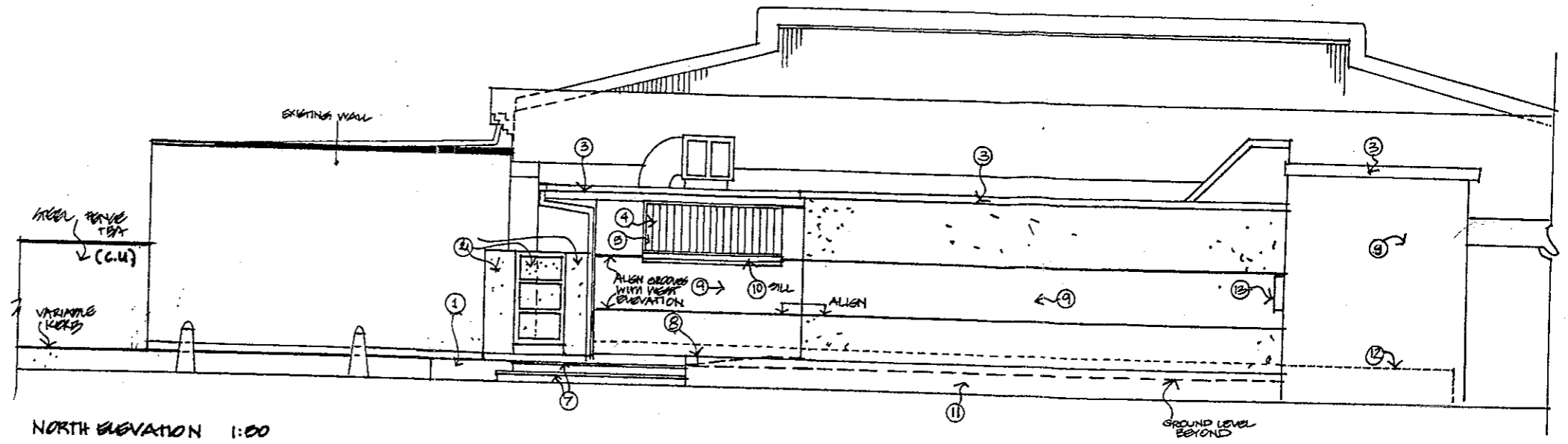
83 Greenhill Road
Wayville
South Australia 5034
Telephone (08) 8357 0044
Facsimile (08) 8357 0055
Email hsa@hames.com.au

Adelaide
Melbourne
Perth
Auckland

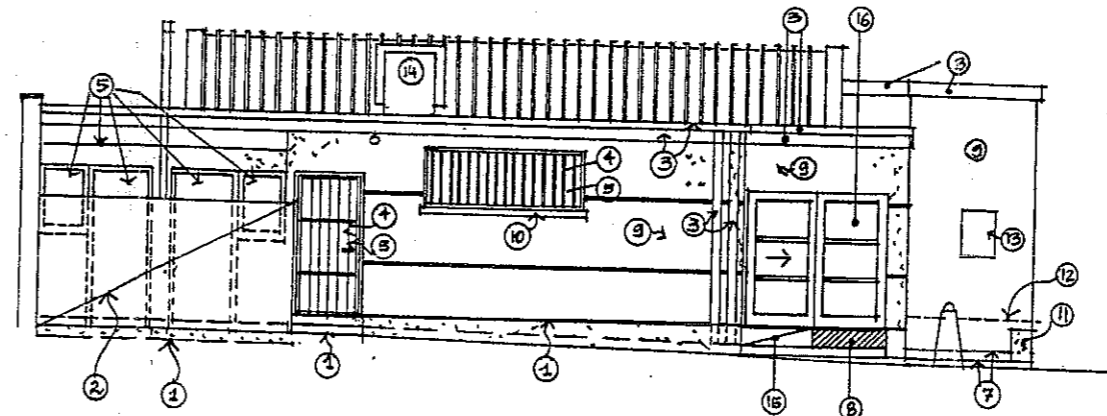
PROJECT:
**GOODWOOD COMMUNITY CENTRE
CHEMIST UPGRADE**

SHEET
SITE PLAN AND DETAILS

DRAWN PJM	PLOTTED 10.03.00
CHECKED [Signature]	FILE NAME 6865A2.71
DATE DEC '99	SCALE AS SHOWN AT A
DRAWING No. 6865 A2.71	REVISION



NORTH ELEVATION 1:50



EAST ELEVATION 1:50

1	NEW ROOFING	C.U.
2	ROOF CRC CLAD WALL & GABLE. DULUX TUSCAN EFFECTS PAINT.	HADDDY
3	REPAINT FASCIA, GUTTERS & DOWNPIPES	HADDDY
4	REPAINT METAL BARS	HADDDY
5	REPAINT WINDOW FRAMES, DOORS, DOOR FRAMES & E	HADDDY
6	NEW RAMP	C.U.
7	CONCRETE PAVING (CHARCOAL BLENDED) TO STEPS	C.U.

8	EXTEND EXISTING RAMP	C.U.
9	NEW RENDER OVER EXISTING BRICKWORK. TUSCAN EFFECT PAINT WITH LINEN	HADDDY
10	RENDER OVER EXIST. GULL. DULUX TUSCAN EFFECTS PAINT	HADDDY
11	NEW VARIABLE KEYS	C.U.
12	REMOVE EXIST. CONCR FIRE. REPLACE WITH NEW INSULATED CONCR FIRE	C.U.
13	REPAINT EXIST. BOX	HADDDY
14	PAINT AIR/CONDITIONER	HADDDY

15	PAINT EXIST. RAMP WITH GREY STONE GEMENT PAINT	HADDDY
16	NEW POLYCARBONATE ALUMINIUM SLIDING DOOR & FIBRE PANEL. COLOUR: CHARCOAL GLOSS (DULUX)	HADDDY

LEGEND:

HADDDY - WORKS TO BE UNDERTAKEN BY A.C. HADDDY
 C.U. - WORKS TO BE UNDERTAKEN BY THE CITY OF UNLEY

NOTES:

COLOUR OF DULUX TUSCAN EFFECTS TO MATCH LIBRARY CURVED WALL.

2	10/8/00	GEN. AMENDMENTS	LD
3	8/01/00	REMOVED SCOPE OF WORK	LD
4	24/11/99	CONSTRUCTION	LD
No.	Date	Amendments	Init.

HAMES SHARLEY
 A.C.N. 073 760 684
 Applied Economic & Social Research
 Urban & Regional Planning
 Architecture & Interior Design
 Landscape Architecture
 83 Greenhill Road
 Wayville
 South Australia 5034
 Telephone (08) 8357 0044
 Facsimile (08) 8357 0055
 Email hsh@hames.com.au

PROJECT:
**GOODWOOD COMMUNITY CENTRE
 CHEMIST UPGRADE**

SHEET
ELEVATIONS

DRAWN	LD	PLOTTED	
CHECKED		FILE NAME	
DATE	NOV '99	SCALE	AS SHOWN AT A1
DRAWING NO.	6865 A 4.32	REVISION	